may be taken thereupon as if it had been served by publication pursuant to an order for that purpose." This provision is taken from section 437 of the former Code of Civil Procedure. That section when enacted changed the law as it was under Chapter 511 of the Laws of 1853, which made substituted service the equivalent of personal service. And it has been judicially declared that under said section substituted service may be regarded as the equivalent of service by publication. *Clare v. Lockard* (1887, City Ct.) 21 Abb. N. C. 173, 175; *Clare v. Lockard* (1890) 122 N. Y. 263, 25 N. E. 391; *Bentz v. Crotona Park Realty Co.* (1913, Sup. Ct.) 81 Misc. 364, 142 N. Y. Supp. 193. It therefore seems misleading to assimilate substituted service to personal service rather than to service by publication. Were these faults characteristic of the book, it would be almost worthless; but fortunately they are not. It has much value for the student.

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Simon Van Leeuwen's Commentaries on Roman-Dutch Law. Revised and edited with notes by C. W. Decker. Translated from the original Dutch by the Hon. Sir John G. Kotzé. Second edition. Volume I. London, Sweet & Maxwell, Ltd., 1921. pp. xlvi, 504.

Roman-Dutch law enjoys a certain distinction as one of the few systems of modern civil law which have not been superseded by codes. True, it no longer flourishes in its native habitat; in 1809, and again in 1838, the law of the Netherlands was codified. But in South Africa, thanks to the loyal application of Roman-Dutch principles to modern problems by a series of able judges, and to a lesser degree in Ceylon and Guiana, Roman-Dutch law is still recognized as the common law. However, Roman-Dutch law has other and, to American students of legal history and jurisprudence, even more compelling claims to attention. We are likely to forget that the Netherlands of the seventeenth century occupied a position of strategic importance in Europe, politically, commercially, and culturally. But we need scarcely be reminded that the then Roman-Dutch school of jurisprudence held an equally strategic position in continental legal history, a position fully comparable to that of the French school in the sixteenth century, or of the German school in the nineteenth century. Not the only but perhaps the most striking contact between Dutch jurisprudence and American legal history is the influence of the Dutch statutists and Ulric Huber in particular upon Justice Story, and through him upon American theories as to the conflict of laws.

The efforts of the Dutch jurists of the seventeenth century extended in two principal directions. On the one hand, a series of systematic treatises, commencing with the Commentaries of Donellus and culminating in the monumental work of the younger Voet, approached the problem of jurisprudence through the Roman law, and set forth the entire system in a way that could scarcely be improved upon by a Domat or even a Pothier. Other writers, following the example of Grotius, addressed themselves to the task of elaborating a national law largely upon Roman principles. Of works thus written, the *Commentaries* of Simon Van Leeuwen, first published in Dutch in 1664, occupy a position in Roman-Dutch law only inferior to that of Grotius' *Inleydinge*. It is to be remembered that these and similar treatises are more than textbooks: they enjoy an authority analogous to that of the *Institutes* or Blackstone's *Commentaries* in the Common Law.

A second edition, therefore, of Judge Kotzé's translation of Van Leeuwen's *Commentaries* with the standard notes by Decker is welcome. As expected, this edition, which has been revised throughout, offers as elegant and accurate a rendition of the original as did the first edition of some thirty-five years ago. The most important changes are in the addition of the useful Epitome and in the translator's notes which have been placed in appendices at the end of the volume.

Special mention should be made of the notes as to the reception of Roman law in the Netherlands, on the organization of the Court of Holland and the Supreme Court, on custom, and on judicial precedent, as being the most interesting and valuable. It should be added that the plan of the *Commentaries* is roughly the same as that of the *Inleydinge* of Grotius, which in turn follows that of Gaius. Hence, this first volume covers the introductory matters relating to law and magistrates, the law of persons, and the acquisition of property including succession. The second volume is announced to appear shortly.

It remains to add a few suggestions, more or less obvious. In the note as to the reception of Roman law in Holland, the *De Cura Reipublicae* of Philip of Leyden is obviously misdescribed as a commentary upon the charters of the Counts by reference to Roman law (p. 461). It is rather a quite systematic discussion of certain problems of public law taken from the Code and the Novels of Justinian. Also, to certain of the statements on page 471 qualifications should be added. Thus the proposition that by the civil law "the ordinary judge could not be recused," is questionable. Certainly under the formulary procedure a defendant could by oath reject a *judex:* analogous provisions were added by the *lex Cornelia:* and in any event we have to account for the *ius revocandi* enjoyed by *legati* and other privileged persons. This rather obscure point is discussed at length in Voet, *Commentarius,* lib. v, tit. i. Nor is the statement that "By Roman law *litis contestatio* is the beginning of the suit," quite accurate, unless by "suit" is meant the *iudicium.* Nor is it as clear as the translator states that in the earlier Roman-Dutch law specific performance of all contracts was in the last analysis enforced: as to the difficulty and the procedure in the enforcement of *obligationes faciendi* see Lee, *Introduction, 252,* and G. Grotius, *Isagoge,* lib. ii, cap. viii. Certain more obvious slips may also be noted: the Dutchified *"Romisch"* for *"Romish"* (p. 469) and *Böckelman* is left to go without the necessary umlaut (pp. 462, 470). But these are venial errors in an excellent work the first function of which is to provide a trustworthy version of Van Leeuwen.

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Cases on Contracts. By George P. Costigan, Jr. Chicago, Callaghan & Co., 1921. pp. xxviii, 1489.

Professor Costigan has given us in one large volume a scholarly and interesting compilation of cases on contracts along orthodox lines, the fruit of many years of teaching and writing on this subject.

The almost entire omission of section headings for fear of giving too much aid to the student seems a mistake. If there is an orderly development of topics in the various chapters it is easy for the student to overlook it, even with the aid of section headings. This is particularly true in the difficult maze of implied conditions. The heading "General Principles Applicable to Conditions in Contracts" covers pages 722 to 1009.

In his preface Professor Costigan tells us that emphasis is laid on the historical side of the subject, although more than two-thirds of the principal cases are American. A novel feature consists in giving passages on the historical points from the writings of leading legal scholars, particularly as introductory to the topic of consideration. Helpful references are given to leading legal articles in connection with other topics. There is a convenient table of articles referred to as well as a table of cases printed and cited.

To present sealed contracts in Chapter I is historically sound and has certain advantages in teaching, though many will consider that the force and effect of a seal should be taken up after the subject of mutual assent and either before or after the subject of consideration.